

BIENERT, MILLER & KATZMAN

*A Professional Law Corporation*

November 22, 2016

**BY ECF**

The Honorable P. Kevin Castel  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, NY, 10007-1312

**Re: *United States v. Bergstein et al*, Case No. 16-cr-746-PKC-1**

Dear Judge Castel:

As your Honor is aware, our office represents David Bergstein ("Mr. Bergstein"), defendant in this case. When we appeared before your Honor on Thursday, November 17 for Mr. Bergstein's arraignment and the initial scheduling conference, we requested that Mr. Bergstein be permitted to take a pre-paid trip with his family. Currently, Mr. Bergstein may only travel throughout California and to the Southern District of New York. Your Honor instructed us to submit a letter to the Court setting forth the request. This letter follows.

On May 31, 2016, Mr. Bergstein's wife booked a one-week trip for Mr. Bergstein's family (including Mrs. Bergstein and Mr. Bergstein's two sons, Zachary and Leo), to the Beaches resort in Turks & Caicos, arriving December 16, 2016 and returning December 23, 2016. Mr. Bergstein's family will be travelling with another family. The trip was booked and paid for in full prior to Mr. Bergstein's indictment. A true and correct copy of the invoice for that trip showing it is fully paid, as well as a redacted American Express statement showing the payment, is attached hereto as Ex 1.

Mr. Bergstein respectfully requests that the Court allow him to travel on this one-week trip with his family. Mr. Bergstein is not a flight-risk. For example, prior to the unsealing of the indictment, Mr. Bergstein had a pre-planned trip to visit his mother in Israel. Upon learning that he was a subject of the government's investigation, Mr. Bergstein advised the government of this pre-planned trip, and the government indicated that it had no issue with Mr. Bergstein travelling to Israel (however, Mr. Bergstein subsequently canceled the trip of his own accord). Moreover, Mr. Bergstein was aware of the investigation and potential indictment for several months, and offered to self-surrender in the event that the government decided to proceed with an indictment. Furthermore, Mr. Bergstein's appearance in this case is assured by a \$2,000,000 unsecured bond as well as a \$600,000 secured bond, and he is anxious to defend and resolve this case.

Pre-trial services has indicated that it does not object to this request, provided that, if granted, Mr. Bergstein re-surrender his passport to his supervising pretrial services officer in California within forty-eight (48) hours of his return, which Mr. Bergstein

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agrees to do. At the hearing on November 17, the government indicated that it opposes this request.

For the foregoing reasons, Mr. Bergstein respectfully requests that he be permitted to attend the pre-paid and pre-planned trip with his family to the Beaches resort in Turks and Caicos from December 16, 2016 through December 23, 2016. Within forty-eight (48) hours of his return from the trip, Mr. Bergstein will contact his supervising pretrial services officer and re-surrender his passport.

Regards,

BIENERT, MILLER & KATZMAN, PLC

/s/ Thomas H. Bienert, Jr.

Thomas H. Bienert, Jr.

cc:

Robert Allen, Esq., United States Attorney's Office (Robert.Allen@usdoj.gov)  
Edward Imperatore, United States Attorney's Office (Edward.Imperatore@usdoj.gov)  
Keyana Pompey, United States Pretrial Services (Keyana\_Pompey@nyspt.uscourts.gov)

# Exhibit 1



## Platinum Card®

p. 7/17

SARA BERGSTEIN  
Closing Date 11/16/16

Account Ending [REDACTED]

## Detail Continued

			Foreign Spend	Amount
10/27/16	[REDACTED]			
10/28/16	[REDACTED]			
10/28/16	[REDACTED]			
10/28/16	[REDACTED]			
10/28/16	[REDACTED]			
10/28/16	[REDACTED]			
10/29/16	[REDACTED]			
10/29/16	[REDACTED]			
10/29/16	[REDACTED]			
10/29/16	[REDACTED]			
10/30/16	[REDACTED]			
10/30/16	[REDACTED]			
10/30/16	[REDACTED]			
10/31/16	[REDACTED]			
10/31/16	[REDACTED]			
10/31/16	[REDACTED]			
10/31/16	UNIQUE VACATIONS INC. 423293	MIAMI	FL	\$12,911.10
	8604520 33155			
	ROOM			
10/31/16	[REDACTED]			
10/31/16	[REDACTED]			
10/31/16	[REDACTED]			
11/01/16	[REDACTED]			
11/01/16	[REDACTED]			

Continued on reverse

[PRINT](#)

## BEACHES INVOICE

## Message

Dear Sir/Madam, Attached is the invoice for your booking made at Sandals/Beaches.

## Booking Information

SARA

[REDACTED]  
[REDACTED]

US

## Booking Number:

**8604520**

Invoice Date: 21-Nov-16

Booked Date: 31-May-16

No. of Adults: 2

Children: 2

## Vacation Information

Resort:

Beaches Turks &amp; Caicos

Accommodation:

R2 – Italian Penthouse Oceanview Concierge Family Suite with Kids Room

Nights:

7

Arrival Date:

16-Dec-16

Departure Date:

23-Dec-16

Guest Names:

Mrs. Sara L. Bergstein; Mr. David Bergstein; Mr. Zachary A. Bergstein;  
Mr. Leo E. Bergstein;

## Final Price

Package Price:

**\$13,666.10**

Special Charges (Spa/Events/Tours):

**\$40.00**

Other Discounts:

**\$-355.00**

Total Charges:

**\$13,351.10**

Amount Paid:

**\$-13,351.10****Balance due****\$0.00**

Full payment due by: 01-Nov-16\*

**PRINT INVOICE >***Note: Please consider the environment before printing this invoice*

Thank You For Your Business

**We provide our clients with peace of mind that their personal information is safe and secure.**

In the unlikely event that you receive any suspicious communication regarding your vacation, please call 1-844-923-7283 in confidence (upon verification, compensation will apply).

## SPECIAL SERVICES CONFIRMATION

**1) FREE Photo Session - 20 Minutes**

DATE	RESORT	TIME	PRICE	QTY	TOTAL
18-Dec-16	Beaches Turks & Caicos	10:00 AM-10:30 AM	\$0.00	1	<b>\$0.00</b>

**2) Family Combo Class**

DATE	RESORT	TIME	PRICE	QTY	TOTAL
19-Dec-16	Beaches Turks & Caicos	04:00 PM-05:00 PM	\$40.00	1	<b>\$40.00</b>

\*On the due date, the credit card on file will be charged for remaining balance.

If you have purchased or wish to review the Optional Travel Protection Plan, please go to [www.tripmate.com/wpF389U](http://www.tripmate.com/wpF389U) to view/print the certificate/policy.

**Note:** Deposit due within 24 hours of booking, unless otherwise noted.

**Important note:** Travel protection is not automatically included, it is an option which must be purchased.

**NOTE:** Certain peak periods payments and cancellation policies are subject to change. Fare used for this booking is NON-REFUNDABLE on departure date. Restrictions apply to changes and additional fees will be incurred. Consult your booking agent for details. Errors and omissions accepted.

1-800-SANDALS, 1-800-BEACHES. Valid passports will be required for travel to ALL Caribbean destinations beginning December 31, 2005 for U.S. citizens. Failure to do so will NOT waive any resort or airline penalties. Foreign departure taxes may NOT be included in Air Prices. All prices quoted in US Dollars.

Please read UNIQUE TRAVEL CORP. ("Tour Operator") Terms and Conditions.

**TERMS AND CONDITIONS APPLY TO ALL BOOKINGS AND STAYS THAT CONTAIN IMPORTANT MATTERS WHICH AFFECT YOUR LEGAL RIGHTS - READ CAREFULLY THE INFORMATION IN TERMS AND CONDITIONS BELOW.**

## **UNIQUE TRAVEL CORP. ("TourOperator") TERMS & CONDITIONS**

**IMPORTANT:** THESE TERMS AND CONDITIONS GOVERN THE CONTRACT FOR HOTEL ACCOMMODATIONS, TRANSPORTATION, AND OTHER SERVICES BETWEEN YOU AND ANYONE TRAVELING WITH YOU (COLLECTIVELY AND INDIVIDUALLY "GUEST") AND UNIQUE TRAVEL CORP. ("UNIQUE TRAVEL"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF TICKETS OR VOUCHERS FROM UNIQUE TRAVEL CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "CONTRACT").

**Additional Definitions:** As used herein, "Arrival" means the Guest's arrival at the Hotel for the start of their vacation. "Hotel" means the resort(s) visited by Guest.

**1. These terms and conditions shall supersede and/or override any representations contained in any advertising and promotional materials to the extent of any inconsistency.**

**2. Travel Agents:** Any travel agent used by Guest to make reservations is, for all purposes, Guest's agent, and represents that the Travel Agent has the authority to receive notice of these Terms and Conditions on behalf of the Guest. Guest's travel agent agrees also to promptly notify a Guest of these Terms and Conditions. Neither Unique Travel nor the Hotel shall be liable for any representations made by Guest's travel agent. No travel agent has the authority to modify or waive these terms and conditions.

**3. Rates:** All rates are subject to change until purchase price is paid in full. All rates are subject to change at any time due to the imposition of taxes or other government charges; fare increases, fuel or other surcharges, or other events beyond Unique Travel's control. Unique Travel may reissue the invoice for any reservation to reflect any such changes, or to correct any error in the computation of the purchase price of your reservation. All rates are in U.S. dollars.

**4. Payments Required to Secure Reservation:** A minimum deposit of \$400 per room plus airfare (if reserved through Unique Travel) is due when booking to secure a reservation, except for the Over The Water Private Island Butler Villa with Infinity Pool located at Sandals Royal Caribbean Resort & Private Island which require a non-refundable \$1000 deposit at time of booking. Beaches guests travelling between December 18th & December 31st are required to pay a deposit of \$800 which becomes non-refundable as of May 1st & non-refundable full payment is due as of September 1st.

Unique Travel must receive full and final payment of the purchase price no later than 45 days prior to the date of Arrival. Bookings made 45 days or less prior to Arrival must be paid in full when booking.



Unique Travel may cancel any booking and release any Hotel or air reservation for which payment has not been received at least 45 days prior to Arrival. The date for full and final payment may be subject to change during certain periods. Guest's invoice will provide notice of any such change. Payment and cancellation policy may vary during holiday periods.

**5. Cancellation Charges:** For cancellation by Guest or Travel Agent, of their destination, and neither Unique Travel nor any Hotel cancellation charges depend on when Unique Travel receives notice of has any duty to inform or warn Guest about the destination's the cancellation. Insurance premiums are NON-REFUNDABLE. Minimum cancellation charges are as follows:

- If notice is received 30 to 15 days prior to Arrival,
  - 50% of the purchase price, including any applicable airline fees.
- If notice is received 14 to 0 days prior to Arrival,
  - 100% of the purchase price, including any applicable airline fees.

Certain airfares may be non-refundable regardless of time of cancellation. All cancellations of, or changes to airfares are subject to applicable airline carrier restrictions. All airfare must be sold in conjunction with a Resort stay. Airfare cannot be sold as a stand alone item.

Unique Travel will apply any payments made toward the purchase price against any cancellation charges and will refund any balance remaining after the payment of any charges.

In order to receive a refund, if applicable, Guest must request and receive a cancellation confirmation number. The cancellation charges outlined above are liquidated damages and not a penalty. Holiday periods may be subject to additional cancellation charges.

**6. Changes to Reservations:** If Guest desires to change, but not cancel, a reservation, then they will be subject to the following: At any point prior to travel, guests making revisions to their bookings to upgrade (i.e. add nights, adding rooms, additional persons), there is no charge.

Any other revisions to the booking (i.e. subtracting number of nights, subtracting rooms) received between 30 and 15 days of travel; a revision fee of \$200.00 per person would apply. For other revisions received 14 days or less prior to travel; they will be subject to full penalty.

All requested changes to reservations are subject to Unique Travel's sole discretion, and any changes must be approved in writing. Only one name change permitted. Changes are subject to all applicable airline fare increases, government taxes, security fees, fuel surcharges and other charges and restrictions.

If the revised reservation is subsequently cancelled, the cancellation penalties for the original dates of travel will apply.

**7. Special Requests:** Unique Travel cannot guarantee that it will satisfy special requests (including but not limited to requests for specific rooms or room locations, adjoining rooms, bed sizes, special in-flight meals or seating). Unique Travel is not responsible if such requests are not met.

**8. Persons with Disabilities:** Unique Travel cannot guarantee that destination airports, airport transfer vehicles, or Hotel accommodations are wheelchair accessible. Purchase price does not include any services that may be specially required as a result of a physical disability.

**9. Room and Hotel Changes:** Unique Travel may, for any reason, at any time, and without prior notice, substitute Hotels and/or rooms for accommodations of equal or greater value than those specified in Guest's reservation. Unique Travel shall not be liable for any loss or injury to Guest caused by such substitution of Hotel and/or rooms.

**10. Flights and Air Carriers:** All flight times, itineraries, carriers, equipment, & check-in times are subject to change or cancellation without notice. Guests should contact the airline within 24 hours of departure to confirm flight times, itineraries, & check-in. Certain fare class (special fares) do not allow for upgrades, preferential seating and other auxiliaries. Unique Travel is not responsible for any loss or injury to Guests for missed flights or connections, or if Guests are denied boarding. Guests with connecting flights should allow ample time for connections as specified by the airline and / or connecting airport. Carriage and services provided by the airline, and the airline tickets are subject to the Warsaw Convention. Charter flights are conducted pursuant to U.S. Department of Transportation Charter Regulation, Part 380.

**11. Airline Tickets & Vouchers:** All airline tickets are sent to Guest or Guest's travel agent approximately three weeks prior to travel. Airline tickets may be in the form of E-Tickets or paper tickets. Guests are responsible for said tickets. All airfares are set by the issuing airlines and are valid only for the specific flight purchased. Airline tickets may or may not be exchanged for other flights, depending on the rules of the issuing airline. Airfare may be completely non-refundable regardless of time of cancellation or change, depending on applicable airline carrier restrictions. A Hotel voucher is provided with the airline tickets and is required for check-in at the Hotel. Unique Travel is not responsible for Guest's failure to safeguard airline tickets or Hotel vouchers.

**12. Travel Documents:** PROOF OF CITIZENSHIP IS GUEST'S RESPONSIBILITY. Guest is responsible for furnishing proof of citizenship in the form of a valid passport, and any other documentation necessary for travel. Guest should consult with their travel agent or airline, or appropriate government authorities to ascertain what documentation is necessary. Guest may be refused passage/entry if they do not possess necessary travel documents. Unique Travel is not responsible for Guest's failure to obtain and safeguard necessary travel documents.

**13. Customs and Immigration:** Customs and/or immigration officials may, at their own discretion, deny Guest entry into their country, and/or seize, confiscate, or impound personal property. Unique Travel is not liable for any loss or injury arising from Guest being denied entry into any country or the seizure, confiscation, or impoundment of any personal property.

**14. Baggage Limitations:** Checked baggage is subject to restrictions imposed by the airline and applicable law. Please contact the airline for weight and size restrictions.

**15. Compliance with Local and Other Law:** Guest is responsible for knowing, obeying and complying with the laws and regulations of their destination, and neither Unique Travel nor any Hotel has any duty to inform or warn Guest about the destination's laws and/or regulations. Unique Travel and the Hotel also regularly conduct business by electronic means (e.g., iPad) and signature, including but not limited to required SIGNING AND ASSENT AT CHECK-IN (in Paragraph 17.C), required SIGN AND ASSENT to any waiver provision (in Paragraph 21), and voluntarily signed and assented to waiver, agreement and/or release by Guest, and by continuing with the reservation and booking to CHECK-IN, Guest hereby ACKNOWLEDGES AND AGREES to the same, as applicable.

**16. Airport Departure Taxes:** Guest may be required to pay airport departure taxes to the government of their destination for each traveler as required by local law. Such taxes may not be included in the price of their vacation.



**17. FORUM SELECTION AND CHOICE OF LAW:**

**A. AS AGAINST UNIQUE TRAVEL ONLY:**

ALL CLAIMS WHATSOEVER AGAINST UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO THE CONTRACT, OR GUEST'S VISIT TO HOTEL, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATING TO THE FORMATION, INTERPRETATION, CONSTRUCTION, WAIVER, MODIFICATION, PERFORMANCE, DISCHARGE, OR BREACH OF THE CONTRACT, OR THE EXISTENCE, EXTENT, OR BREACH OF ANY FIDUCIARY DUTY, OR ANY DUTY IN TORT OR PURSUANT TO ANY STATUTE, SHALL BE LITIGATED SOLELY AND EXCLUSIVELY IN PANAMA, AND SHALL BE GOVERNED BY THE LAWS OF REPUBLIC OF PANAMA WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

**B. CLAIMS WHICH INCLUDE HOTEL AND/OR SANDALS RESORTS INTERNATIONAL LIMITED, THE** FOREGOING IN PARAGRAPH 17.A. NOTWITHSTANDING, ANY CLAIMS WHATSOEVER ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO ANY PERSONAL INJURY, ILLNESS OR DEATH, THAT INCLUDE ANY CLAIM WHATSOEVER AGAINST SANDALS RESORTS INTERNATIONAL LIMITED, THE HOTEL, HOTEL MANAGEMENT COMPANY, AND/OR THEIR PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS AND REPRESENTATIVES, AND TO WHICH CLAIM UNIQUE TRAVEL IS ALSO A PARTY, SHALL BE LITIGATED SOLELY AND EXCLUSIVELY IN THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED AND GOVERNED EXCLUSIVELY BY THE LAWS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED.

**C. NOTICE OF REQUIRED SIGNING AND ASSENT AT HOTEL CHECK-IN** Notwithstanding the terms set forth in Paragraph 17.A. and 17.B. of this Contract, the Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to separately and specifically sign and assent to the following forum selection and choice of law provisions:

The undersigned Guest(s) HEREBY KNOWINGLY AND VOLUNTARILY AGREES that any and all claims that each such Guest may have against Sandals Resorts International Limited, the hotel, hotel management company, and/or their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents and representatives, in connection with or in any way incident or related to the undersigned Guest's (or Guests') stay at the hotel/resort, shall be governed solely by the laws of the country in which the Resort is physically located as the exclusive choice of law, and further that the courts of the country in which the Resort is physically located shall be the exclusive venue/forum for any proceedings, claims or litigation whatsoever.

The Guest is required to SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN, and signature may be by electronic means (e.g., iPad), and the Guest is hereby on notice of same for acknowledgement and agreement.

IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

The Guest's Tour Operator and/or Travel Agent (to the extent one has been used) is being provided with this Notice and, in turn, said Tour Operator and/or Travel Agent is required to provide a copy of the Notice (in Paragraph 17.C) to the Guest. Should the Guest decide to cancel Guest's trip/vacation based upon an unwillingness to sign and assent to the specific forum selection and choice of law provisions, the following minimum cancellation charges are:

1. No charge, if notice of cancellation is within 3 business days of booking with Unique Travel, provided that cancellation is greater than 45 days prior to Arrival.
2. 1 night Penalty, including any airfare, if notice is between 5 to 0 days prior to Arrival, in the event there are 5 days or less between booking with Unique Travel and scheduled arrival at the Hotel.
3. Otherwise, see Paragraph 5 herein.

**D. Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL**, to assent to the following Use of Guest's Likeness provision: The undersigned Guest(s) grants Sandals and Beaches Resorts and/or its promotional partners the exclusive right to photograph and video you during your stay at the hotel and include such photographic, video and other visual portrayal(s) of the undersigned Guest(s), in any medium of any nature whatsoever, for any purpose, including without limitation trade, advertising, sales, publicity or otherwise, without compensation to such Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Sandals and Beaches Resorts, free from any claims by the undersigned Guest(s) and or any person deriving any rights or interest from such Guest AND each undersigned Guest(s) UNDERSTANDS AND HEREBY KNOWINGLY AND VOLUNTARILY SO AGREES. IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

**18. LIMITATIONS PERIODS:** NO SUIT SHALL BE MAINTAINABLE AGAINST UNIQUE TRAVEL, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, SANDALS RESORTS INTERNATIONAL LIMITED, THEIR PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS OR REPRESENTATIVES RELATING TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNLESS WRITTEN NOTICE OF THE CLAIM, WITH PARTICULARS, IS ADDRESSED TO UNIQUE TRAVEL CORP. ATTENTION: CLAIMS, CALLE AQUILINO DE GUARDIA, NO. 8, IGRA BUILDING, PANAMA, REPUBLIC OF PANAMA AND IS RECEIVED WITHIN SIX MONTHS AFTER THE DEATH OR LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS. IN NO EVENT SHALL SUCH SUIT BE MAINTAINABLE UNLESS COMMENCED WITHIN ONE YEAR AFTER THE DEATH, LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS.

**19. LIMITATION OF DAMAGES:** UNIQUE TRAVEL, SANDALS RESORTS INTERNATIONAL LIMITED, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, THEIR PARENT CORPORATION,\* AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES\*, SUCCESSORS, ASSIGNS, AGENTS OR REPRESENTATIVES SHALL NOT BE LIABLE TO GUEST IN ANY CIRCUMSTANCES, FOR: (A) ANY PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION ON THE PART OF ANY AIR CARRIER OR GROUND TRANSPORTATION CARRIER; (B) EMOTIONAL DISTRESS, MENTAL SUFFERING, OR PSYCHOLOGICAL INJURY OF ANY KIND; OR (C) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

**20. All Other Defenses Preserved:** Nothing in this Contract shall exclude the application of any defense, including but not limited to any governing law limiting or excluding actions, claims, liability or damages.

**21. WAIVER OF LIABILITY:** Our resorts provides and serves alcoholic beverages for reasonable consumption by, and the entertainment and enjoyment of, its Guests of legal drinking age at each of its hotels/resorts. The undersigned Guest staying at the hotel/resort along with a minor or child (i.e., any individual or person under the age of 18) HEREBY KNOWINGLY AND VOLUNTARILY ACKNOWLEDGES AND AGREES that the responsible adult Guest shall not furnish, supply, or knowingly allow or permit the use, consumption and/or possession of alcoholic beverages by a minor or child during their stay. If the undersigned Guest knows or has reason to know of the illegal use, consumption and/or possession by a minor or child of alcoholic beverages at the hotel/resort, and thereafter permits such use, consumption and/or possession, and the intoxicated minor or child injures or kills themselves or another, the undersigned Guest, by affixing their signature below, understands by agreement and acknowledgement that it is possible the injury, death, damage or destruction occurred with and/or without fault on the part of the hotel/resort, its employees or agents, HEREBY DISCHARGES AND HOLDS HARMLESS UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, AND SANDALS RESORTS INTERNATIONAL LIMITED, OR THE HOTEL, HOTEL MANAGEMENT COMPANY, AND/OR THEIR PARENT CORPORATION, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives from all claims, demands, actions and/or damages one may have against the hotel/resort, its employees or agents in connection with or in any way incident or related to the injury, death, damage or destruction suffered.

[www.beaches.com](http://www.beaches.com)

UNIQUE TRAVEL CORP.  
Calle Aquilino De Guardia,  
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Panama, Republic Of Panama